

JPA File No.: 06-141 I
AG Contract No.: KR07-0132TRN
Project No.:095 MO 175
Project: Corridor Location Study
Section: SR 95, Sara Park to Craggy
Wash
TRACS No.: H7163 01L
Budget Source Item No.: 73507

INTERGOVERNMENTAL AGREEMENT

AMONG
THE STATE OF ARIZONA
AND
CITY OF LAKE HAVASU CITY
AND
MOHAVE COUNTY

THIS AGREEMENT is entered into this date March 30th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), the CITY OF LAKE HAVASU CITY, acting by and through its MAYOR and CITY COUNCIL (the "City"), and Mohave County, acting by and through its CHAIRPERSON and BOARD OF SUPERVISORS (the "County"). The State, the City and County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The County is empowered by Arizona Revised Statutes § 11-251, § 11-951 and § 28-6701 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

4. The State, City and County desire to participate in the State Route (SR) 95 Realignment Corridor Location Study and Environmental Overview, hereinafter referred to as the "Study". The Study includes preparation of a Corridor Location Study Report and Environmental Overview. The Study will define a preferred corridor to realign SR 95 between Sara Park and Craggy Wash near Lake Havasu City in Mohave County to improve regional traffic flow and enhance travel safety. The Study will also develop and evaluate potential feasible alignments within the preferred corridor. The Study is a jointly funded effort between the State, Lake Havasu City and Mohave County, hereinafter referred to as the "Project." The region is experiencing continued high rate of growth, dramatically increasing travel demand over the next twenty years and beyond. The State will administer the Study, contributing an estimated \$100,000.00, with the City and County contributing a combined amount totaling no more than \$200,000.00 for the Study.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 28822
Filed with the Secretary of State
Date Filed: 3-30-07
Janice K. Shivers
Secretary of State
By: [Signature]

II. SCOPE OF WORK

1. The State shall:

a. Upon execution of this Agreement, act as the City's and County's designated agent, retain and contract with a professional Engineering and Environmental Consultant (the "Consultant") to prepare Corridor Location Study Report and Environmental Overview.

b. Upon execution of this Agreement, invoice the City an amount not to exceed \$50,000.00 for contributing funds to accomplish the Study. Also invoice the County an amount not to exceed \$150,000.00 for contributing funds to accomplish the Study.

c. Administer the Consultants and make payments to the Consultants. Be responsible for any Consultant claims for extra compensation attributable to the State.

d. Coordinate the Study with the City and County and provide the City and the County the initial Study documents for review and comment. Incorporate the City and County's comments in preparation of the final Study documents. Provide to the City and County the Final study documents.

e. Be responsible for the cost of the Study exceeding the combined \$200,000.00 contributed by the City and County.

2. The City shall:

a. Upon execution of this Agreement, does hereby designate the State as the authorized agent for and on behalf of the City, to retain and contract with the Consultant to prepare Corridor Location Study Report and Environmental Overview.

b. Upon execution of this Agreement, and receipt of an invoice from the State, remit to the State an amount not to exceed \$50,000.00 as contributing funds to accomplish the Study.

c. Provide a liaison as needed for any public information meetings. Also provide any technical or mapping materials, if available, as needed by the Consultant or the State, coordinating with the Parties during review of Study documents.

3. The County shall:

a. Upon execution of this Agreement, does hereby designate the State as the authorized agent to retain and contract with the Consultant to prepare Corridor Location Study Report and Environmental Overview.

b. Upon execution of this Agreement, and receipt of an invoice from the State, remit to the State an amount not to exceed \$150,000.00 as contributing funds to accomplish the Study.

c. Provide a liaison as needed for any public information meetings. Provide any technical or mapping materials, if available, as needed by the Consultant or the State, coordinating with the Parties during review of Study documents.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provision of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. This Agreement may be cancelled at any time prior to the commencement of performance of this agreement, upon thirty-days (30) written notice to either party.

2. Each party (as "Indemnitor") agrees to indemnify, defend, save and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses including reasonable attorneys' fees, hereinafter collectively referred to as ("claims"), arising out of bodily injury of any person, including death or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

City of Lake Havasu City
Attn: City Manager
2330 McCulloch Blvd, N.
Lake Havasu City, Arizona 86403
(928) 453-4141
(928) 680-4892 Fax

Mohave County
Attn: Public Works Director
PO Box 7000
Kingman, Arizona 86402
(928) 757-0910
(928) 757-0921 Fax

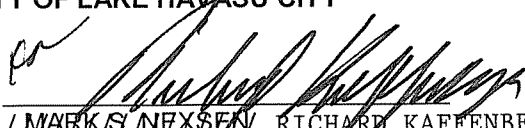
8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State and County under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or County at the end of the period for which the funds are available. No liability shall accrue to the State or County in the event this provision is exercised, and neither the State nor the County shall be obligated or liable for any future payments as a result of termination under this paragraph.

10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF LAKE HAVASU CITY

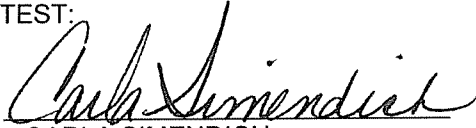
By 
/ MARK S. NEXSEN / RICHARD KAFFENBERGER
/ Mayor / CITY MANAGER

STATE OF ARIZONA

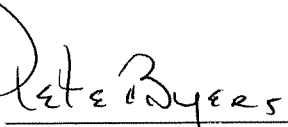
Department of Transportation

By 
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTEST:

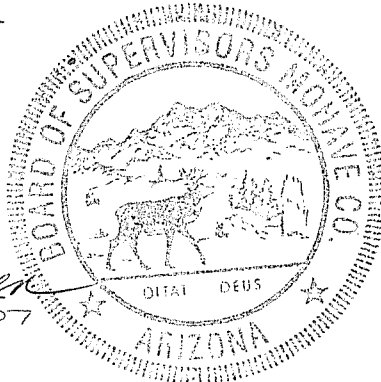
By 
CARLA SIMENDICH
City Clerk

MOHAVE COUNTY

By 
PETE BYERS
Chairperson - Board of Supervisors

ATTEST:

By 
BARBARA BRACKEN 2-20-07
Clerk of the Board



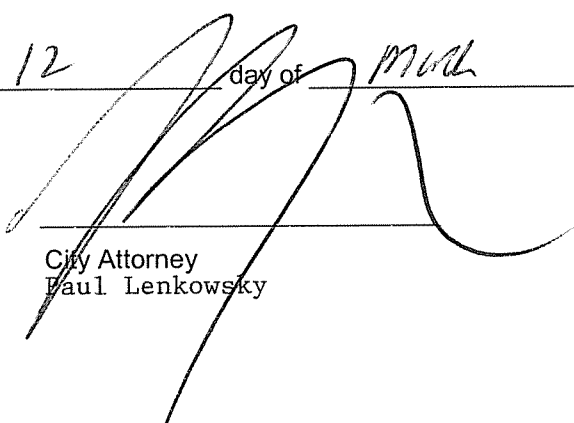
JPA 06-141

ATTORNEY APPROVAL FORM FOR THE CITY OF LAKE HAVASU CITY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 12 day of March, 2007.



City Attorney
Paul Lenkowsky

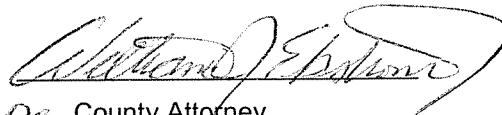
JPA 06-141

ATTORNEY APPROVAL FORM FOR MOHAVE COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 20th day of Feb., 2007.


Dep County Attorney

**OFFICE OF THE CITY ATTORNEY
LAKE HAVASU CITY**

2330 McCulloch Boulevard North
Lake Havasu City, AZ 86403
(928) 453-4144 FAX: (928) 854-3580

MEMORANDUM

TO: W. MARK CLARK, ASSISTANT PUBLIC WORKS DIRECTOR

CC: RICHARD KAFFENBERGER, CITY MANAGER

FROM: PAUL LENKOWSKY, CITY ATTORNEY

DATE: JANUARY 22, 2007

RE: IGA JOINT PROJECT AGREEMENT WITH LHC AND MOHAVE
COUNTY CORRIDOR LOCATION STUDY

I have reviewed the proposed IGA between Lake Havasu City and Mohave County for the purpose of providing for the funding of a corridor location study. The IGA as written conforms to the requirements of § 11-951, Arizona Revised Statutes and is otherwise approved as to form for use by Lake Havasu City by the City Attorney's office. I believe that the allocation of responsibility and scope of work is sufficiently described within the text of the proposed IGA and fundamentally, the IGA clearly finds and describes the monetary contributions to be made by the two (2) participating agencies in funding the corridor location study. We have therefore placed the approval attorney form for Lake Havasu City in final form and am returning it to you along with the agreement.

Please call me if you have any questions or concerns regarding the text of the agreement or if you should require any further assistance from our office.

Very truly yours,

Paul Lenkowsky
City Attorney

PL/dg

Lake Havasu City Council Regular Meeting
Police Facility, 2360 McCulloch Boulevard
Tuesday, January 10, 2006, 7:00 P.M.

CALL TO ORDER

Mayor Harvey Jackson called the meeting to order at 7:00 p.m.

INVOCATION: REVEREND LYNDON MASON, ST. MICHAEL'S UNITED METHODIST CHURCH

Reverend Lyndon Mason of St. Michael's United Methodist Church gave the invocation.

PLEDGE OF ALLEGIANCE

The mayor led in the Pledge of Allegiance.

ROLL CALL

PRESENT: Councilmembers Harvey Jackson, Cindy Aldridge, Bob Crabtree, Bruce Hinman, Margaret Nyberg, Vall Striyle, and Allan Sturtevant.

CALL TO THE PUBLIC

Ms. Josephine Rice said she was in attendance on behalf of senior citizens and other individuals who utilize Transit Services. She understood that Transit buses would no longer operate on holidays and Sundays. She said Lake Havasu City was no longer a small city, but a large city, and there were citizens who had no means of transportation other than Transit Services. She said Lake Havasu City needed transit services in operation seven days per week every day of the year for those who relied on Transit Services for transportation.

Mayor Jackson explained that Transit Services has been discussed at numerous work sessions and meetings. He said a Transit study was currently in the process. He urged citizens who were interested in the issue to attend the meetings at which they are discussed.

Mr. Frank St. Clair stated that last month, he attended the Arizona Board of Commissions Conference, where he received a packet. The packet contained a publication of Reagan's Rules, wherein it listed suggested do's and don'ts for the conduct of public hearings and the department of chairs, boards, commissions, and councils. He pointed out that number one on that list states, "don't accept an appointment or nomination to board, commission, or council unless you expect to attend 99.999 percent of the regular and special meetings including inspection trips, briefing of public functions, where your presence is expected. If your participation falls below 85 percent during any six-month period, you should tender your resignation. You aren't doing your job; you aren't keeping well enough informed to make intelligent decisions; and you are making other people do your work for you, etc." Therefore, Mr. St. Clair asked for the resignation of Councilmember Allan Sturtevant.

Ms. Marsha Kellison, Chairman of the Chamber of Commerce Board of Directors, informed the mayor and council that the Chamber of Commerce collected over 1,500 letters from Chamber members and community members opposing the mooring restrictions in the Bridgewater Channel. She said when this issue comes before the Council, they would appreciate the opportunity to present the letters for Council's review.

CONSENT AGENDA

All items marked with an asterisk (*) will be considered as one item by the City Council and will be enacted with one motion with no separate discussion unless a Councilmember so requests, in which event the item will be removed.

- *a. Approval of November 15, November 22, December 6, & December 13, 2005 Work Session, December 6, December 22, 2005 and January 3, 2006 Special Meeting, and December 13, 2005 Regular Meeting Minutes.
- *b. Adopt Resolution No. 06-2033, Abandoning a PU&DE @ 2424 & 2444 Green Dr (06-02300014)/ Sanfilippo Recommendation Abandon the northerly 5' of the 10' wide public utility and drainage easement along south property lines of Lots 9 & 10, Block 1, Tract 2319. No objections from utilities.
- *c. Special Event Liquor License: Lake Havasu Area Chamber of Commerce Mixer at Anderson Chrysler, 3920 N. Highway 95 Recommendation Recommend approval of Lisa J. Krueger's application for a Special Event Liquor License on January 19, 2006 from 5:00 p.m. to 7:00 p.m. Fees have been received; no objections have been submitted.

Councilmember Striyle moved to approve the Consent Agenda as presented, seconded and unanimously carried.

Mr. Charles Vaughn advised that in most of the cities where he has lived, mostly in California, the cable companies supplied a public access channel as part of their agreement to be the exclusive cable company for that city. He wondered why that wasn't done in Lake Havasu City. He asked why the City was paying a for-profit television station to broadcast. He said his experiences in other communities has been that the public access channel was run by either the local high school or junior college as part of their media classes, and it didn't cost the City any money. He thought the City may want to look at this the next time they enter into an agreement with NPG Cable.

Councilmember Nyberg moved that the City Council approve a not-to-exceed expenditure of \$28,080 from the General Fund Contingency as replenished through cable television franchise fees and authorize the City Manager to negotiate an updated agreement between the City and Jensen Media Group for the purpose of continuing television coverage of City Council meetings through the remainder of the current fiscal year, seconded and unanimously carried.

S.A.R.A. PARK ENVIRONMENTAL STUDIES

Parks and Recreation Director Bill Mulcahy advised that the Master Plan for S.A.R.A. Park, Phase I, has been approved in concept by BLM. He explained that Phase I was the S.A.R.A. Park environmental studies. He indicated that staff was recommending that the Council authorize the City to execute an agreement with Logan Simpson Design, Inc., to perform the environmental studies at S.A.R.A. Park. He explained the study would include cultural resource survey, biological evaluation, an environmental site assessment, and designation of jurisdictional water in the washes.

Mr. Mulcahy advised that the environmental assessment was required prior to moving forward in the planning process. In addition, it was required in order for the City to receive the patent. He said the completion time for the environmental assessment was approximately eight months at a cost of \$103,632, which would be funded from the 2006 Capital Improvement Program (\$30,000 from the Cabana Park and \$73,632 from the Site Six Renovation Project).

Councilmember Striyle wanted to know if this item could be done as part of the budget process. Mr. Mulcahy said it could; however, he thought the plan was to move forward with this as quickly as possible. He said once the environmental assessment was completed, staff could move forward with construction of the ballfields.

Councilmember Striyle asked when S.A.R.A. Park would become available to the City. Mr. Mulcahy replied in 2008. He felt the environmental assessment was the huge hurdle that needed to be completed and presented to BLM for their final approval.

Councilmember Aldridge moved to authorize the City Manager to execute an agreement between the City and Logan Simpson Design, Inc., to perform the environmental studies required to complete an environmental assessment and jurisdictional delineation for S.A.R.A. Park in an amount not to exceed \$103,632, seconded and unanimously carried.

REALIGNMENT OF STATE ROUTE 95 IN LAKE HAVASU CITY AREA – STUDY FUNDING IN CONJUNCTION WITH MOHAVE COUNTY AND THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT)

Mr. Murphy explained this would authorize the City to enter into an intergovernmental agreement with Mohave County and the Arizona Department of Transportation (ADOT) to allow the City's participation in the initial realignment study for the future bypass parkway and to place \$50,000 in the FY 2006-07 Budget for that purpose.

Councilmember Striyle asked if the funding sources would be the HURF funds. Mr. Murphy thought that HURF funds could be used for that purpose.

Mayor Jackson wanted to know which bypass the study would identify. Mr. Murphy said as he understood it, the study would include the local portion of the parkway around Lake Havasu City. Councilmembers Striyle, Hinman, and Nyberg said they were very much in favor of the City's participation in the study. Mayor Jackson agreed.

Councilmember Aldridge moved that the City Council authorize the City Manager to enter into an intergovernmental Agreement with the Arizona Department of Transportation and Mohave County to fund a Realignment Study of SR 95 in the Lake Havasu City area, and for Lake Havasu City to approve the amount of \$50,000 to be budgeted in the FY 2006-2007 Budget for this purpose, seconded and unanimously carried.

APPROVE PURCHASE OF PROPERTY ADJACENT TO BOOSTER STATION 5A FOR FUTURE CONSTRUCTION OF A 1-MG WATER RESERVOIR

Mr. Murphy advised that during last year's discussions, staff sought Council's permission to negotiate the purchase of approximately one acre of property with the property owner of at 4180 Colt Drive (Tract 2295, Block 3, Lot 6) for the construction of a new water reservoir. He indicated that the property was adjacent to an existing water reservoir site. He noted that the existing tank was 30 years old.

Mr. Murphy advised that the owner of the property has agreed to sell a portion of the lot to Lake Havasu City in the amount of \$200,000. He pointed out that the property was appraised at \$133,000 to \$151,000 in April 2005. He said that given land prices in the area, staff believed the price of \$200,000 was definitely a fair price.

Mr. Murphy indicated that funds in the amount of \$200,000 plus closing costs were available utilizing unspent funds from the Water Tank Rehabilitation Project WT4000.

Upon question by Councilmember Hinman as to whether the City had the authority to pay more than the appraised value, Mr. Podracky explained that Title 9 doesn't specify that an appraisal is required, however, as indicated in a letter from the appraiser, he was of the opinion that \$200,000 was currently undervalued for the property.

Councilmember Crabtree moved to direct the City Attorney to draft a vacant lot purchase agreement with the property owner of Tract 2295, Block 3, Lot 6, in the amount of \$200,000 plus negotiated closing costs utilizing an unspent budget appropriation from the water tank rehabilitation project for presentation to City Council at a future meeting, seconded and unanimously carried.

BOOSTER STATION 2A DISCHARGE HEADER REPLACEMENT, PROJECT NO. WT4070

Mr. Murphy explained that this project included the replacement of a discharge header, which is a pipe that conveys water from Booster Station 2A to Booster Station 3A. He said the discharge header has been found to have a leak due to corrosion and needs to be replaced as soon as possible.

Mayor Jackson asked for the amount remaining in the Irrigation and Drainage District (IDD) Contingency funds. Ms. Whittle replied the balance was \$550,000.

Councilmember Striyle moved that the City Council approve a time and materials contract change order with K. R. Swerdfeger Construction, Inc., for Project No. SS1890 using IDD Contingency funds for the emergency replacement of the discharge header at Water Booster Station 2A in an amount not to exceed \$55,000, seconded and unanimously carried.

WASTEWATER SYSTEM EXPANSION PROGRAM, PIMA AREA SEWERS, PROJECT SS2080- CONSTRUCTION AGREEMENT

Mr. Murphy advised this was the third and last item of Fiscal Year 2005-2006, or Program Year 4. The project will serve approximately 708 properties. He indicated staff was pleased to report that the project bid was less than the engineer's estimate and less than what was budgeted.

Mr. Murphy stated that S-2 Contractors, Inc., was an excellent contractor, and the apparent low bidder on the project. Therefore, staff recommended that the base bid and Alternate No. 1, which was the replacement of all water service lines within the sewer project area with copper water service lines, be awarded to S-2 Contractors, Inc., for the total bid amount not to exceed \$8,264,938. He also pointed out with the award of this project, the total costs for all sewer projects this year were approximately \$3 million less than what were estimated.

Councilmember Aldridge moved that the base bid and Additive Alternate No. 1 for the Pima Area Sewers, Project No. SS2080, be awarded to S-2 Contractors, Inc., Lake Havasu City, Arizona, for the total bid amount not to exceed \$8,264,938, seconded and unanimously carried.

Mayor Jackson said since he would not be in attendance at the January 24, 2006, Council Meeting, he hoped that someone would mention to Williams and Associates the possibility of getting a bill through the legislature that would address a significant amount of money for the sewer project.

FUTURE AGENDA ITEMS

Councilmember Aldridge said that when Denise Moen, the City Grants Administrator, made a presentation to the Council some time ago, she mentioned that she couldn't apply for additional grants because she had no other employees to help her write the grants. She would like to review at some future time the consideration of possibly hiring a second Grants Administrator in order to apply for and administer more grants. She felt the grants would have more value than the cost of hiring an additional employee. Mr. Kaffenberger explained that would be addressed during the budgetary process.

Councilmember Nyberg also requested that a general discussion be held regarding extending the bed tax past 30 days and where the money would be distributed. Ms. Whittle advised that was a budget item and would require some research. She explained that the City adopts the Model City Tax Code, and some of the provisions contained in the tax code would affect the bed taxes. She advised that staff would research the issue and bring it back before Council when the information was available.

ADJOURN

Mayor Jackson adjourned the meeting at 9:40 p.m.

CERTIFICATION

I hereby certify that the foregoing is a full and true copy of the Regular Meeting Minutes of the Lake Havasu City Council held on the 10th day of January, 2006. I further certify that the meeting was duly called and posted, and that a quorum was present.

Signature on IGA

Carla Simendich, City Clerk

When recorded, return to
Clerk of the Board
Mohave County Board of Supervisors
P. O. Box 7000
Kingman, Arizona 86402-7000
(928) 753-0729

MOHAVE COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 2007- 111

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MOHAVE COUNTY AND THE STATE OF ARIZONA AND THE CITY OF LAKE HAVASU CITY AND PERTAINING TO THE STATE ROUTE (SR) 95 REALIGNMENT CORRIDOR LOCATION STUDY AND ENVIRONMENTAL OVERVIEW, WHICH OBLIGATES MOHAVE COUNTY TO CONTRIBUTE AN AMOUNT NOT TO EXCEED \$150,000.00 TO ACCOMPLISH THE STUDY, FOR THE PURPOSE OF DEVELOPING AND EVALUATING POTENTIAL FEASIBLE ALIGNMENTS AND DEFINING A PREFERRED CORRIDOR TO REALIGN SR 95 BETWEEN SARA PARK AND CRAGGY WASH NEAR LAKE HAVASU CITY IN MOHAVE COUNTY TO IMPROVE REGIONAL TRAFFIC FLOW AND ENHANCE TRAVEL SAFETY.

WHEREAS, the Board of Supervisors of Mohave County met in regular session on February 20, 2007; and

WHEREAS, Mohave County desires to enter into an Intergovernmental Agreement with the State of Arizona and the City of Lake Havasu City to participate in the State Route (SR) 95 Realignment Corridor Location Study and Environmental Overview for the purpose of developing and evaluating potential feasible alignments and defining a preferred corridor to realign SR 95 between Sara Park and Craggy Wash near Lake Havasu City in Mohave County to improve regional traffic flow and enhance travel safety; and

WHEREAS, Upon execution of this Agreement, and receipt of an invoice from the State, Mohave County shall remit to the State an amount not to exceed \$150,000.00 as contributing funds to accomplish the study; and

WHEREAS, Mohave County is empowered to enter into this agreement by virtue of the provisions of Arizona Revised Statutes § 11-251, § 11-951 and § 28-6701, the State of Arizona is empowered to enter into this agreement by virtue of the provisions of Arizona Revised Statutes § 28-401, and the City of Lake Havasu City is empowered to enter into this agreement by virtue of the provisions of Arizona Revised Statutes § 48-572; and

NOW, THEREFORE BE IT RESOLVED that the Mohave County Board of Supervisors hereby approves the Intergovernmental Agreement between Mohave County, the State of

Arizona, and the City of Lake Havasu City and hereby authorizes the Chairman to enter into and execute said agreement on behalf of the County.

PASSED, APPROVED, AND ADOPTED by the Mohave County Board of Supervisors on February 20, 2007.

MOHAVE COUNTY BOARD OF SUPERVISORS

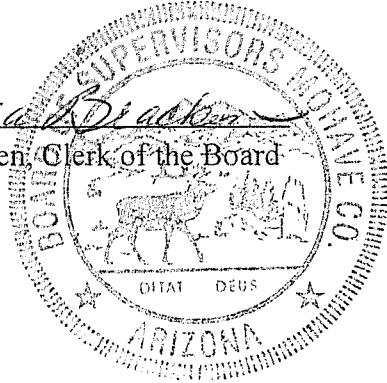
Pete Byers

Pete Byers, Chairman

ATTEST:

Barbara Bracken

Barbara Bracken, Clerk of the Board




CERTIFICATION

THE FOREGOING IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS, MOHAVE COUNTY, ARIZONA.

DATED: 2-20-07

ATTEST: *Barbara Bracken*

TITLE: Clerk of the Board

<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
--	--	--


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR07-0132TRN (**JPA 06-141-I**), an Agreement between public agencies, i.e., The State of Arizona and City of Lake Havasu City and Mohave County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: March 26, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:1005870
Attachment